

CAMPAIGN SPENDING COMMISSION

STATE OF HAWAII

In Re the Matter of)	CA 11-11
)	
Friends of Rose Martinez,)	
)	
)	
)	
Respondent.)	
_____)	

CONCILIATION AGREEMENT

On or around March 2011, Kristin E. Izumi-Nitao, Executive Director for the Campaign Spending Commission ("Commission"), initiated an investigation of Friends of Rose Martinez ("Respondent"). The investigation was initiated pursuant to §11-314(7) of the Hawaii Revised Statutes ("HRS") to determine whether the Hawaii campaign spending laws had been violated.

NOW, THEREFORE, Respondent and the Commission enter into this Conciliation Agreement ("Agreement") pursuant to HRS §11-406 on the terms and conditions set forth below:

- I. The Commission has jurisdiction over Respondent and the subject matter of this administrative action.
- II. Respondent is aware that they may consult with an attorney regarding this Agreement.
- III. Respondent was sent a letter dated February 7, 2011 which provided notice of the alleged violation of the Hawaii campaign spending law.
- IV. Respondent waives the opportunity to explain or otherwise respond to the notice of violation in a Commission meeting conducted pursuant to HRS chapter 92.
- V. The parties agree to the pertinent facts as follows:

1. On or around March 2011, Kristin E. Izumi-Nitao, Executive Director for the Commission, initiated an investigation of Respondent.
2. Respondent is the candidate committee for Rose Martinez, a candidate for the Honolulu City Council, a four-year non-statewide office.
3. HRS §11-334(a)(3) and (4)(A) provides in pertinent part:
 - (a) The candidate and treasurer of the candidate committee of each candidate whose name will appear on the ballot in the immediately succeeding election shall file preliminary, final, and supplemental reports.
 - (3) The filing date for the final election period report is thirty calendar days after a general, subsequent, subsequent special, or subsequent nonpartisan election. The report shall be current through the day of the applicable election. The final election period report shall be filed by a candidate who is unsuccessful in a primary, initial special, or initial nonpartisan election or a candidate who is elected to office in the primary, initial special, or initial nonpartisan election.
 - (4) The filing dates for supplemental reports are: . . .
 - (A) January 31 after an election year; . . .

The report shall be current through December 31 for the report filed on January 31 . . .
4. Respondent's Final Special Election Period Report for the period covering December 15, 2010 through December 29, 2010 was due no later than 11:59 p.m. Hawaii standard time on January 31, 2011. See, HRS §331(e).
5. Respondent's Supplemental Report for the period covering December 30, 2010 through December 31, 2010 was due no later than 11:59 p.m. Hawaii standard time on January 31, 2011. See, HRS §331(e).

6. Pursuant to HRS §11-340(a), Respondent was required to file “[t]rue and accurate reports . . . with the commission on or before the due dates specified.”
 7. Respondent’s Final Special Election Period Report and Supplemental Report were filed on February 11, 2011.
 8. Respondent acknowledges that the Final Special Election Period Report and the Supplemental Report were not filed on or before their due dates in violation of HRS §§11-334(a)(3) and (4)(A) as well as HRS §11-340(a).
 9. Respondent did not knowingly, intentionally, or recklessly violate HRS §§11-334(a)(3) and (4)(A) as well as HRS §11-340(a).
- VI. The Commission has made a preliminary determination that probable cause exists that Respondent committed a violation of the Hawaii campaign spending law. Respondent waives findings of fact and conclusions of law.
- VII. Respondent has requested a contested case hearing by the Commission pursuant to HRS chapter 91, and waives the contested case hearing.
- VIII. Pursuant to HRS §§91-9(d) and 11-410(b), the parties hereby agree to modify the proceedings and informally dispose of this matter in accordance with the terms and conditions of this Agreement.
- IX. Respondent, having voluntarily and fully cooperated with this investigation, desires to resolve any further administrative proceedings and potential litigation by entering into this Agreement with the Commission on their own volition without any coercion or duress and with full knowledge and understanding.

X. This Agreement, upon complete performance of the terms and conditions stated herein, has the effect of remedial or corrective action taken by Respondent pursuant to HRS §11-406.

XI. Settlement Terms

1. As final settlement of the matter and issues in this Agreement #11-11, Respondent agrees to an assessment of \$590.00 pursuant to HRS §11-410 (a).
2. Terms of payment of the assessment shall be by Order of the Commission. If this assessment is not paid within the date designated in the Order signed by the Commission, the Commission will consider Respondent to be in breach of this Agreement and will then assess Respondent the original amount of the fine pursuant to appropriate proceedings.
3. Respondent agrees to comply with Hawaii campaign spending laws.
4. It is understood that by voluntarily entering into this Agreement, Respondent intends to remedy or correct the alleged violations, but this Agreement shall not be construed as, and does not constitute, an admission of liability or wrongdoing by Respondent.

XII. The Commission, upon its own motion or a written request of anyone filing a complaint under HRS §11-402, may review compliance with the Agreement. If the Commission believes that the Agreement has been violated, it may institute administrative proceedings or a civil action in the Circuit Court of the First Circuit, State of Hawaii, pursuant to HRS §11-410(d).

XIII. This Agreement shall become effective as of the date that all parties have signed and the Commission has approved the Agreement.

XIV. This Agreement constitutes the entire agreement between the Commission and Respondent on the matters raised herein, and no other statement, promise, or agreement, either in writing or oral, not contained in this Agreement made by either party or by agents of either party shall be enforceable.

XV. This Agreement, unless violated, is a complete and final settlement with respect to the violations by Respondent that are the subject of the Agreement.

FOR THE COMMISSION:

Kristin E. Izumi-Nitao, Executive Director

Date: _____

FOR THE RESPONDENT:

Friends of Rose Martinez

By _____

Date: _____